



# APPLICATION FOR CREDIT



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## TERMS AND CONDITIONS OF CREDIT SALES

This credit application and agreement is submitted to Newport Television, LLC to obtain trade credit. Customer agrees to make payment in full to Newport Television, LLC . Should customer default in any such payment(s), Newport Television, LLC shall have the right, without notice to the customer, to declare all invoice amounts due and payable. In the event Newport Television, LLC should commence any action or actions or otherwise seek to enforce this agreement against customer or any guarantor, customer agrees to pay reasonable attorneys' fees, court costs, and other expenses incurred by Newport Television, LLC whether or not suit is filed. This agreement is non-transferable or assignable without the prior written consent of Newport Television, LLC . This agreement shall become effective upon acceptance by Newport Television.

Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 30 days from date of invoice. Should timely payments not be made as stated, Applicant agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Newport Television, LLC in pursuing and collecting payment. The liability of Applicant shall be joint and several with Third Parties.

Notwithstanding to whom bills are rendered Applicant and Third Parties shall remain jointly and severally obligated to pay to Newport Television, LLC the amount of any bills rendered by Newport Television, LLC within the time specified and until payment in full is received by Newport Television, LLC . Payment by Applicant to third parties or by third parties to Applicant shall not constitute payment to Newport Television, LLC . Applicant understands that should Applicant place advertising through an advertising agency (or other third parties) that Applicant will continue to be responsible to Newport Television, LLC for payment of such advertising. In the event Applicant is an agency requesting advertising on behalf of a client, Applicant acknowledges its joint and several liability for the payment of such advertising under the terms set forth herein above. If Applicant is an advertiser, all agencies, which place advertising by orders with Newport Television, LLC shall be conclusively and deemed to be authorized agents for Applicant.

I/We agree to adhere to credit/service policies and procedures established by Newport Television, LLC . I/We authorize release of all credit information requested by Newport Television, LLC . Further, I/We request and authorize Newport Television, LLC to use this application in order to establish credit for any and all Newport Television, LLC entities and understand that credit acceptance is not automatic and that further credit information may be required.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### PERSONAL GUARANTY

I, \_\_\_\_\_, residing at \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_ (hereinafter referred to as the "company"), hereby personal guarantee the payment to Newport Television, LLC in the state of Florida of any obligation of the company and I hereby agree to find myself to pay you on demand any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. I do hereby waive notice of default, non-payment and notice hereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

Guarantor: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_\_\_

Witness: \_\_\_\_\_